

**Interlocal Agreement  
Between the  
City of Richland  
and the  
Benton Conservation District**

This Interlocal Agreement is made and entered on this 27<sup>th</sup> day of January, 2020 between the City of Richland, a Washington municipal corporation ("City"), and the Benton Conservation District, a Washington special purpose district ("District").

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for interlocal cooperation between governmental agencies; and

WHEREAS, City of Richland Energy Services (RES) has an active customer engagement program including electrical safety, energy efficiency and electric utility operations educational programs; and

WHEREAS, Benton Conservation District staff lead a highly successful year-long "Salmon in the Classroom" program for students; and

WHEREAS, On July 2, 2019, Richland City Council adopted Resolution No. 84-19 in support of the Federal Columbia River Power System and opposing removal of the Lower Snake River Dams. Resolution No. 84-19 directs City staff to educate its customers on the benefits of hydropower and dam infrastructure enabling safe salmon passage; and

WHEREAS, the District and the City wish to implement a Salmon Power Program to educate local public and private school students about hydropower generation, dam operations and safe salmon passages; and

WHEREAS, collaboration between the District and the City will enable each organization to utilize their strengths by empowering the next generation of Richland citizens to understand the value of environmentally responsible hydropower generation, dam operations and safe salmon passages.

NOW, THEREFORE, based on the foregoing and the covenants and promises contained herein, the Parties do agree as follows:

1. **Purpose.** The purpose of this Agreement is to coordinate the functions of the City and District in implementing the Salmon Power Program.
2. **Responsibilities of District.** The District is responsible for the following:
  - a. Advertising the Salmon Power Program to teachers who participate in DISTRICT's "Salmon in the Classroom" program every school year of this Agreement.
  - b. Schedule classroom presentations and organize supplies for students.
  - c. Deliver "Salmon Power" classroom presentations on hydroelectric power and salmon recovery to classrooms.



- d. Submit an annual report including: 1) number of students, teachers and schools reached; and 2) representative photos of classroom presentations.
3. City's responsibilities. The City is responsible for providing financial support as follows:
  - a. The District will submit a voucher to the City requesting reimbursement necessary for implementation of the Salmon Power Program.
  - b. Total reimbursement requests to the City shall not exceed \$25,000 as itemized below:
    - i. Reimbursement for District conservation education staff time.
    - ii. Mileage reimbursement at current rate as of each invoice date as established by the Washington State Office of Financial Management.
    - iii. Reimbursement of classroom supplies as documented with actual receipts.
4. Payments. Payments will be made by the City within 30 days of receiving a voucher from the District.
5. Term. Upon full execution, this Agreement will remain in effect until June 30, 2024. This Agreement may be terminated without cause by either Party upon 10 days' written notice.
6. Fullest Assistance. Both Parties agree to complete all financial transactions as quickly as possible to ensure that reimbursement occurs within a reasonable timeframe.
7. Modification. This Agreement may be modified only in writing duly executed by each Party.
8. No Separate Legal Entity. No separate legal entity is established to conduct this cooperative undertaking. No real or tangible property will be acquired or held jointly by the Parties, and no joint board or administrator is necessary to accomplish the purpose of this Agreement.
9. Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
10. Venue, Applicable Law and Personal Jurisdiction. All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that either Party deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Benton Superior Court. The Parties each consent to the personal jurisdiction of such court.
11. Indemnification/Hold Harmless. Both parties mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

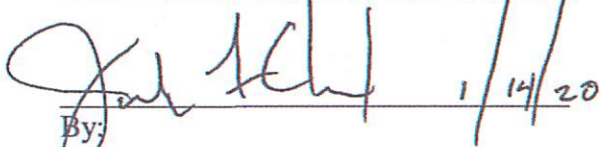
12. No Third-Party Beneficiary. This Agreement gives no rights or benefits to anyone other than the Parties identified herein.
13. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and do not define, limit, extend or describe the scope of this Agreement.
14. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
15. Complete Agreement. This Agreement represents and contains the entire understanding between the Parties. The Parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly referenced in this Agreement. Any prior agreements, whether verbal or written, not specifically referred to in this Agreement are hereby terminated.
16. Counterparts. This Agreement shall be executed in duplicate counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.
17. Filing. The executed Agreement will be filed with the Benton County auditor or posted on the Parties' website as provided in RCW 39.34.040.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.


CITY OF RICHLAND, WASHINGTON

  
\_\_\_\_\_  
Cynthia D. Reents, City Manager

BENTON CONSERVATION DISTRICT

  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Heather Kintzley, City Attorney

RESOLUTION NO. 06-20

A RESOLUTION of the City of Richland authorizing an interlocal agreement with Benton Conservation District for the Salmon Power education program.

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for interlocal cooperation between governmental agencies; and

WHEREAS, City of Richland Energy Services (RES) has an active customer engagement program including electrical safety, energy efficiency and electric utility operations educational programs; and

WHEREAS, Benton Conservation District ("District") staff lead a highly successful year-long "Salmon in the Classroom" program for students; and

WHEREAS, on July 2, 2019, Richland City Council adopted Resolution No. 84-19 supporting the Federal Columbia River Power System and opposing removal of the Lower Snake River Dams. Resolution No. 84-19 directs staff to educate its customers on the benefits of hydropower and dam infrastructure enabling safe salmon passage; and

WHEREAS, the District and the City wish to implement a Salmon Power program to educate local public and private school students about hydropower generation, dam operations and safe salmon passages; and

WHEREAS, collaboration between the District and the City will enable each organization to utilize its strengths by empowering the next generation of Richland citizens to understand the value of environmentally responsible hydropower generation, dam operations and safe salmon passages; and

WHEREAS, a satisfactory scope of work has been negotiated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with Benton Conservation District for a multi-year Salmon Power education program.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

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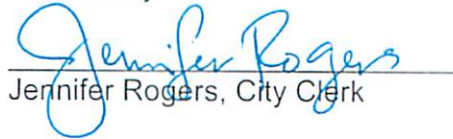


ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7<sup>th</sup> day of January, 2020.



Robert J. Thompson, Mayor

Attested by:

  
Jennifer Rogers, City Clerk

Approved as to form:

  
Heather Kintzley, City Attorney